

***City of Long Beach***  
*Working Together to Serve*

***Department of Public Works***

**REQUEST FOR QUALIFICATIONS  
For  
CONSTRUCTION MANAGEMENT  
SERVICES  
For  
CONSTRUCTION OF  
IMPROVEMENTS TO RUNWAY 12-30  
AND  
CONNECTING TAXIWAYS AND  
RUNWAYS, AND ASSOCIATED  
AIRFIELD IMPROVEMENTS PROJECT  
At  
THE LONG BEACH AIRPORT**

Release Date: June 19, 2003

Submittal Deadline: July 7, 2003

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# **REQUEST FOR QUALIFICATIONS for CONSTRUCTION MANAGEMENT SERVICES for THE RUNWAY 12-30 AND CONNECTING TAXIWAYS AND RUNWAYS AND ASSOCIATED AIRFIELD IMPROVEMENTS PROJECT**

The City of Long Beach desires to engage the services of a professional engineering firm to provide all aspects of construction management services, including inspection, materials testing, and surveying for the construction of improvements to Runway 12-30 and connecting Taxiways and Runways, and associated airfield improvements.

## **1. INTRODUCTION**

This RFQ is intended to procure professional services for construction management services for the construction of improvements to Runway 12-30 and connecting Taxiways and Runways and associated airfield improvements. The duration of the construction work is 12 months. It should be noted that the majority of the construction work would be performed at night. There will also be weekend work, a maximum of seven, 33-hour work periods.

The services required will include construction management during the pre-construction, construction and post-construction phases, inspection, materials testing, and surveys. A Preliminary Scope of Work for this contract is included in Appendix A of this RFQ.

Attached for your reference in Appendix C is an aerial photo of the Long Beach Airport indicating the location of the airfield improvements. Prospective firms may also want to view the plans and specifications in preparation of their respective statement of qualifications and for oral interviews. The plans and specifications may be viewed or purchased at the Engineering Records Section of the office of the City Engineer, 10<sup>th</sup> Floor, City Hall, 333 West Ocean Boulevard, Long Beach, California.

## **2. REQUIREMENTS FOR CONSTRUCTION MANAGEMENT SERVICES**

The Construction Manager must be a licensed Civil Engineer in the State of California. In addition, the various work performed by the consultant shall be performed by, or, where appropriate, under the direction of, personnel possessing the appropriate State of California professional licenses or other certifications (civil engineer, land surveyor, deputy inspector, etc.) required or desirable for the various disciplines necessary for the successful completion of the project.

Please note that all employees that must have unescorted access to any secured areas of the Airport in order to perform their work will be required to be badged (this process requires fingerprinting and a criminal background check).

Past experience in performing similar services, especially for **airfield** construction projects, will be a heavily weighted factor in the selection process. Quality of performance on previous construction contracts, ability to meet schedules and budgets, ability to communicate well with construction personnel, city staff, Airport tenants and regulatory agency staff will be some of the attributes and factors considered.

The consultant shall have a full understanding of FAA standards related to airfield construction, as well as all current FAA and Transportation Security Administration security requirements and guidance documents.

All firms participating in this RFQ process will be required to submit the following information:

1. The legal name of your company, address, and telephone number.
2. The year your present company was established as currently being operated.
3. The company's current number of personnel and the high and low variations during the past five years.
4. Describe the structure of your organization (i.e., whether an individual, partnership, corporation, joint venture, etc.).
5. The firm's current annual dollar volume of work.
6. A list of contracts that the firm has had with the City of Long Beach during the past five years.
7. The identification of the principal contact with the City.
8. The name, address, and telephone number of the person to whom correspondence should be directed.
9. A representative listing of Clients that have received similar services for **airfield construction** projects as described in this RFQ.
10. References that the Department of Public Works may contact concerning your company's performance on other similar contracts.
11. The level of professional liability insurance carried by your firm.
12. If a Disadvantaged-, Minority- or Women-Owned Business Enterprise, the list of agencies with whom you are certified. If a DBE, MBE, or WBE and not certified, please indicate such.

### **3. SCHEDULE OF RFP EVENTS**

The City reserves the right to amend, withdraw and cancel this RFQ. The City reserves the right to reject all responses to this RFQ at any time prior to contract execution. The City reserves the right to request or obtain additional information about any and all proposals. It is the goal of the City to select the consultant by **August 2003**. In preparation for that action, the following schedule of events has been prepared:

- Deadline for submission of written questions to the City: **Thursday, June 26, 2003 at 4:00 PM** (Questions should be faxed to Gillis Monroe at (562) 570- 6012 and mailed to the address below),
- Statement of Qualifications are due no later than **Monday, July 7, 2003 at 4:00 PM**,
- Notification of the top ranked submittals for oral interview: **Week of July 14, 2002**
- Top ranked proposers participate in oral interviews: **Week of July 28, 2002**

All requests for clarifications, changes, exceptions or deviations to the Scope of Work or terms and conditions set forth in this RFQ must be submitted to:

Mr. Gillis Monroe, Construction Service Officer  
 Department of Public Works, City of Long Beach  
 Bureau of Engineering, 9<sup>th</sup> Floor City Hall  
 333 W. Ocean Blvd.  
 Long Beach, CA 90802

Facsimile: (562) 570-6012

The City of Long Beach will respond to all written questions by issuing a written addendum, which will be posted on the website.

Prospective firms are encouraged to promptly notify the City of Long Beach of any apparent inconsistencies in this RFQ and attachments

#### **4. PERIOD OF PERFORMANCE**

Performance under a contract awarded pursuant to this RFP is intended to commence after **August 2003** and extend for a period of eighteen months. Notice to Proceed will be issued to the successful Proposer subject to successful conclusion of contract negotiations.

The City reserves the right to modify the composition of and the scope of services requested through this RFQ.

The as-needed services are subject to performance and termination sections described in the Sample Pro Forma Contract in Appendix B.

#### **5. PROPOSAL AND STATEMENT OF QUALIFICATIONS**

**Seven (7) copies** of the Statement of Qualifications, including one copy containing an original signature, must be provided no later than **Monday, 4:00 PM on July 7, 2003.** Submittals received after this time will not be accepted and will be returned unopened.

All submittals should be clearly marked with the submittal address as follows:

Department of Public Works, City of Long Beach  
Office Of The City Engineer  
Bureau of Engineering, 9<sup>th</sup> Floor City Hall  
333 W. Ocean Blvd.  
Long Beach, CA 90802

**RE: RFQ Submittal for:**

Construction Management Services for the Construction of  
Runway 12-30 and Connecting Taxiways and Runways, and  
Associated Airfield Improvements

## **6. COST OF RFQ PREPARATION**

The City shall not be liable for any pre-contractual expenses incurred by any consultant preparing a submittal or portions thereof or by any selected consultant. Each consultant shall protect, defend, indemnify, and hold harmless the City from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, the entity participating in the preparation of its response to this RFQ. Pre-contractual expenses are defined as expenses incurred by consultants, if any, in:

- Preparing the Statement of Qualifications and related information in response to this RFQ.
- Negotiations with the City on any matter related to this procurement.
- Costs associated with interviews, meetings, travel or presentations.
- All other expenses incurred by a proposer/consultant prior to the date of award and a formal notice to proceed.

## **7. WITHDRAWAL OF PROPOSALS AND STATEMENT OF QUALIFICATIONS**

Statement of Qualifications may be withdrawn by written notice received by the City at any time prior to the submittal deadline.

## **8. GENERAL TERMS AND CONDITIONS**

Appendix B contains a copy of the anticipated pro forma contract (Agreement).

Each prospective consultant is expected to review the general terms and conditions and acknowledge their acceptance of Appendix B in the Proposal Cover letter (or their

objections to specific parts of Appendix B) as a mechanism to expedite the contract negotiation process. The City reserves the right to further clarify the terms and conditions. The intent of the City is to enter into an agreement with the selected consultant as soon as possible after the CITY COUNCIL has approved the selection. In the event of a delay in reaching a contract agreement, the offer of key personnel identified in the RFP shall be valid for 120 days after submittal of the Proposal and Statement of Qualifications.

## **9. KEY PERSONNEL**

It is imperative that the key personnel providing the requested services have the background, experience, and qualifications to provide the services described in this RFQ. The City reserves the right to approve all key personnel individually and all subconsultants for work on this contract. The consultant must identify all proposed key personnel. The Statement of Qualifications shall include a table for key personnel (i.e. direct report to the Construction Manager) showing their availability to provide construction management services for the Runway 12-30 project and commitment to other projects.

All key staff shall be named in the contract. After the contract is signed, the proposer may not replace key staff without written agreement by the City. The City must approve replacement staff before a substitute person is assigned to this Construction Management Service Contract. City reserves the rights to request that the consultant replace a staff person assigned to the contract should the City consider such a replacement to be for the good of the project. Replacement staff would be subject to City approval prior to assignment to the design team.

## **10. OFFICE LOCATION/TRAVEL**

There is no intention for consultant personnel to be housed at the City's office. The City does not intend to reimburse the Consultant for personnel relocation under this contract. Specialty staff identified in the proposals that are needed for specific assignments on this contract may, with City approval in advance, be eligible for reimbursement for all normal costs associated with travel outside their home office.

## **11. CONTRACT TYPE, OVERHEAD RATE AND FEE**

The Proposed Fee for this contract will be based on a firm fixed hourly rate subject to an overall contract cap. The rates will be fixed for the duration of the AGREEMENT.

## **12. SCOPE OF WORK**

A Preliminary Scope of Work is provided in Appendix A.

### **13. NEGOTIATIONS AND AWARD**

Submittals will be evaluated by a panel comprised of City staff from relevant departments and/or bureaus. The City will negotiate with the person or entity whose Statement of Qualifications best meet the needs of the City. These negotiations will address a fair and reasonable price for services to be provided and the terms of any contract to be awarded as a result of this RFQ. If the City is unable to obtain a fair and reasonable price or cannot reach agreement regarding the terms of a contract, then the City will end negotiations with that person/entity and will begin negotiations with the next person or entity who best meets the needs of the City, and so on until the City and one of the proposers reaches agreement.

### **14. PREPARATION OF PROPOSAL AND STATEMENT OF QUALIFICATIONS**

The Statement of Qualifications shall be signed and sealed by a duly authorized official of the prime consulting firm or firms. The Proposal and Statement of Qualifications shall contain an acknowledgment of receipt of all amendments and/or addenda to the RFQ.

### **15. REQUIRED FORMAT FOR PROPOSAL AND STATEMENT OF QUALIFICATIONS**

The City requires a specific format for the Statement of Qualifications. The Statement of Qualifications, not including the Appendices, shall not exceed 25 pages in length, utilizing 8.5" x 11" pages with one-inch margins. Font size shall be not smaller than 12 point for text and a minimum of 8 point for graphics. Dividers used to separate sections will not be counted. Creative use of dividers to portray team qualifications, etc. is discouraged.

#### **15.1 Cover Letter**

The cover letter shall be limited to two (2) pages maximum and will not be counted as part of the total page count for the submittal. The cover letter shall include a summary of the Statement of Qualifications, including a brief description of the proposed team firm(s), and other key staff. It shall make a commitment to accept the terms and conditions in the RFQ and Pro Forma contract, including acknowledgment of receipt of all amendments and/or addenda to the RFQ. If there are any exceptions, they shall be noted in the cover letter. Any requested exceptions shall include alternative language where applicable. Exceptions noted will be reviewed by the City Attorney's office early in the selection process. Should the requested exceptions and contract language changes be determined unacceptable by the City Attorney's office, the proposal will not be further considered by the selection committee. Therefore, it is incumbent upon the consultant to only request those exceptions and contract language changes that the consultant must legally have in order to enter into a



contract with the City. The letter shall also identify a single person for possible contact during the RFQ review process.

## **15.2 Project Understanding and Approach**

This section should demonstrate an understanding of the scope of services. It should describe the general approach, organization, and staffing required for the services requested. All sub-consultants and their roles should be identified. The consultant shall include a matrix/summary identifying key personnel responsible for accomplishing all aspects of the work.

## **15.3 Qualifications of Consultant Staff and Subconsultant Staff**

This section shall identify the qualifications and related experience of key and significant staff (i.e. direct reports and any others performing important tasks) assigned to the contract.

This section shall also include cameo resumes of all staff identified above. The cameos shall include a summary of relevant management and work experience, years of relevant experience, the current and proposed location of the person, a statement of availability, and identification of the firm this person is employed by. Two references shall be provided for each key staff member. This section shall also include a table of each key person showing their availability for the duration of this design contract as well as any commitment to other projects.

## **15.4 Experience of Firms**

Relevant experience of the firms included in this RFQ shall be identified. Include project descriptions, status of the project, construction cost and dollar value of services provided. Clearly identify the role of key staff identified herein, and identify current client references. The focus should be on experience, analysis and documentation for similar **airfield construction** projects. Only recent **airfield construction** projects, preferably projects completed in the past five years, should be included in this section. Do not include projects by the firm unless the key staff proposed had a significant role in the project.

## **15.5 Appendices**

Full resumes of proposed staff shall be included in this section. Relevant firm project information may also be included in this section. However, other than staff resumes, firm information and general marketing materials will not be considered in the ranking of the firms submitting Statement of Qualifications. There is no page limit in this section.

## 16. EVALUATION PROCESS AND CRITERIA

The City Engineer will appoint a selection panel to evaluate the Statement of Qualifications. Each member of the selection panel will evaluate each proposal using a 100-point scale and the evaluation criteria listed below to calculate a “proposal score” for each consultant. Each member will then rank the consultants by their respective “proposal score” for each design firm.

### WRITTEN PROPOSAL EVALUATION CRITERIA:

- |   |           |
|---|-----------|
| 1. Understanding of the project implementation, needs, and issues; and approach to managing this construction project.  | 25 Points |
| 2. Proven experience in all aspects of construction management, including inspection, material testing, and surveying for similar airfield construction work. | 30 Points |
| 3. Qualifications/experience of key personnel, and availability/current workload of proposed staff  | 20 Points |
| 4. References & record of previous budget/schedule project performance  | 10 Points |
| 5. Construction management experience in quality, cost and schedule controls  | 15 Points |

### TOTAL POSSIBLE SCORE

**100 Points**

Each member will then rank the consultants by their respective “proposal score.” The selection panel will convene to discuss and evaluate scoring, and to select a short list of the top-ranked consultant teams based upon the rankings (not scores) of the proposing firms.

Short-listed firms will be invited to respond to questions about their submittals at an oral interview. Presenters will be expected to participate in the interview to a degree commensurate with their role in the firm’s proposal. Notification to the short-listed firms will include a time limit for their presentation after which the selection panel will evaluate each presentation using a 100-point scale and the following evaluation criteria to calculate an “oral-interview score” for each short-listed firm.

### ORAL PRESENTATIONS OF TOP RANKED CONSULTANTS:

- |   |           |
|---|-----------|
| 1. Clear understanding of the project, needs, and potential issues; and approach to managing this construction project. | 20 Points |
|---|-----------|

- |  |           |
|--|-----------|
| 2. Innovative approaches and solutions to potential project issues.  | 15 Points |
| 3. Construction Manager's prior experience with similar airfield construction projects; project cost and schedule control. | 30 Points |
| 4. Depth and availability of required resources.   | 20 Points |
| 5. Oral communication/interpersonal skills including responses to questions.   | 15 Points |

|                             |                   |
|-----------------------------|-------------------|
| <b>TOTAL POSSIBLE SCORE</b> | <b>100 Points</b> |
|-----------------------------|-------------------|

After the oral interviews are complete, each selection panel member will rank the consultants by their respective "oral-interview score" (scores and rankings from the written evaluations are not considered). The selection panel will determine the highest qualified firm based on the rankings (not scores) of the oral interviews. The City Engineer will submit the recommendation of the selection panel to the City Council for approval.

Upon selection of the successful firm and prior to the start of the contract negotiations, the Consultant is required to submit to the City with the initial cost proposal, the required insurance certificates for the Consultant and its subconsultants, and the completed DBE list.

## **17. NOTIFICATION AND DEBRIEFING OF UNSUCCESSFUL OFFERERS**

The City Engineer shall notify all of the consultant teams of the selection panel's recommendation once the recommendation is transmitted to the City Council. Consultants desiring a debriefing will be allowed to make an appointment with the City Engineer's Project Manager. Debriefings will not be scheduled until the City Council has acted on the recommendation of the selection panel.

## **18. ADDITIONAL INFORMATION**

### **18.1 POLICY ON DISADVANTAGED, MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES**

It is the policy of the City of Long Beach to encourage the use of Disadvantaged-, Minority- or Women-Owned Business Enterprises in all aspects of contracting relating to construction, materials and services, professional services, land development related activities, leases and concessions.

Our current DBE goal is 2% for Federal Aviation Administration (FAA) funded projects. Firms should include in their proposals a description of how they intend to meet this goal, should they perform work funded by FAA Grants. Prior to performance of FAA funded work, a DBE list must be submitted and shall include the following information from each subconsultant:

1. Name, address and telephone number of the firm
2. Type of work to be performed and dollar amount
3. Number of years in business
4. Annual gross receipts from the previous complete business year

## **18.2 EQUAL EMPLOYMENT OPPORTUNITY**

The City of Long Beach is an equal opportunity employer and requires all consultants to comply with policies and regulations concerning equal employment opportunity.

## **18.3 CONFLICT OF INTEREST**

The consultant may be required to complete conflict of interest forms. Additionally, if selected to provide the required services, the consultant's firms or its subsidiaries may not be allowed to propose or bid on other aspects of the projects.

## **18.4 USE TAX**

The consultant shall cooperate with the City in all matters relating to taxation and the collection of taxes. It is the policy of the City to self-accrue use tax associated with its contracts. The use tax, which is self-accrued, will be remitted to the State of California pursuant to the City's permit with the State Board of Equalization.

## **18.5 INSURANCE**

Should a contract be awarded to your firm, you must comply with the insurance specifications in the City's Standard Agreement:

- a) Insurance coverage must be provided by a company that is admitted to write in California and has a rating of A:VIII by A.M. Best & Company.
- b) An endorsement naming the City of Long Beach as additional insured on the general liability policy. Coverage equal to \$1,000,000 combined single limit for each occurrence and \$2,000,000 aggregate is required.
- c) A minimum of \$1,000,000 aggregate combined single limit in professional liability insurance.
- d) Workers' compensation insurance as required by the Labor Code of the

State of California.

- e) Automobile liability insurance not less than \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.

# **Appendix A**

**(Preliminary Scope of Work)**

# **PRELIMINARY SCOPE OF WORK**

## **Background**

The City of Long Beach desires to engage the services of a professional engineering firm to provide all aspects of construction management services, including inspection, materials testing, and surveying for the construction of improvements to Runway 12-30 and connecting Taxiways and Runways, and associated airfield improvements.

In general, the construction work consists of rehabilitating Runway 12-30, Taxiway D north of Runway 7L-25R, Taxiway A west of Runway 12-30, Taxiways A and B north of Runway 12-30, and Taxiway L3. Grade and stabilize the adjacent safety areas. Construct blast pads at both ends of Runway 12-30. Install Airfield Light Monitoring and Control Systems (ALMCS), centerline lighting and touch down lighting.

The duration of the construction work is 12 months. It should be noted that the majority of the construction work would be performed at night. There will also be weekend work, a maximum of seven, 33-hour work periods.

This project will be funded with a combination of City funds and grants from the Federal Aviation Administration (FAA); therefore, the project must meet all applicable FAA standards and requirements.

The consultant shall have a full understanding of FAA standards related to airfield construction and operations, as well as all current FAA and Transportation Security Administration security requirements and guidance documents.

## **Preliminary Scope of Services**

### **Construction Management**

#### **Pre-Construction Phase**

- Review contract plans and specifications, specifically the construction phasing plans, for accuracy, constructability, and safety
- Review bid and contract documents
- Attend the City's meetings with the design team, as needed.
- Coordinate and attend pre-construction conference
- Participate in partnering sessions with the City, contractor, design engineers, and other stakeholders.
- Develop procedures necessary for the orderly implementation the multiple phases of construction work.

- Implement an electronic information control system for use by the design consultant, City staff, and stakeholders.
- Implement a cost control/accounting system.
- Implement a construction claims prevention program
- Review and analyze traffic handling and traffic control plans submitted by the contractor
- Review the project Storm Water Pollution Prevention Plan
- Coordinate and assist the contractor in obtaining pertinent permits
- Review and analyze the contractor's construction schedule to verify that all project requirements have been included.
- Review the contractor's schedule of values
- Recommend to the City to issue a Notice to Proceed with construction

#### Construction Phase

- Provide comprehensive contract administration and construction inspection.
- Conduct weekly meetings with the contractors and City staff to review the progress and look ahead at work to come. Provide detailed minutes for all meetings.
- Coordinate or attend meetings with other City Departments or outside agencies, when necessary.
- Maintain information control and cost control/accounting systems developed in the pre-construction phase.
- Coordinate the construction activities and schedules with all impacted Airport tenants. Develop a monthly newsletter, discussing the construction schedule and progress, for the Airport tenants.
- Assist the City in responding to City Council and public inquiries or concerns regarding the construction.
- Review on-going traffic handling and traffic control plans submitted by the contractor.
- Review on-going airfield operations and construction interface and impacts.
- Conduct labor compliance interviews and monitor compliance.
- Conduct regular safety reviews of the entire project site to ensure the Contractor is in compliance with applicable state and Federal safety regulations and guidelines.
- Maintain complete project files and records including preparation of Daily Dairies and weekly progress reports.
- Prepare quantity calculations and daily and monthly estimates
- Interpret contract documents and resolves disputes or uncertainties
- Review and approve all Contractor progress payments.
- Negotiate change orders for approval by the City.

#### Post Construction Phase

- Prepare for City's review and filing with the FAA, a construction completion report.
- Provide "As-Built" construction drawings (red-line drawings)



- Prepare all documentation for storage
- Provide construction claims management, analyze construction claims, and recommend actions

## **Materials Testing**

- Materials testing services shall comply with plans and specifications, the City's QAP and shall be performed by an American Association of State Highway Transportation Officials (AASHTO) certified laboratory
- Perform acceptance testing, specifically for P-401 asphalt, as well as additional quality control testing as deemed necessary

## **Surveys**

The Contractor will be providing survey and staking for this project. In general, the scope of services is to provide quality assurance and is described as follows:

- Implement a comprehensive Quality Assurance/Quality Control program.
- Calculate grades, coordinates and other survey data for monitoring QA/QC surveying
- Perform specialty survey as requested by the Construction Manager such as earth movement, structural elements locations, utility locations, etc.
- Attend project meetings and other meetings as requested by the Construction Manager.

# **Appendix B**

**(Sample Pro Forma Contract)**

Robert E. Shannon  
City Attorney of Long Beach  
333 West Ocean Boulevard  
Long Beach, California 90802-4664  
Telephone (562) 570-2200

1 AGREEMENT

2  
3 THIS AGREEMENT is made and entered, in duplicate, as of \_\_\_\_\_,  
4 20\_\_ for reference purposes only, pursuant to a minute order adopted by the City Council  
5 of the City of Long Beach at its meeting held on \_\_\_\_\_, 20\_\_, by and between  
6 \_\_\_\_\_, a \_\_\_\_\_ [insert state] \_\_\_\_\_ [corporation, partnership,  
7 dba], with a place of business at \_\_\_\_\_  
8 ("Consultant"), and the CITY OF LONG BEACH, a municipal corporation ("City").

9 WHEREAS, the City requires specialized services requiring unique skills to  
10 be performed in connection with \_\_\_\_\_  
11 \_\_\_\_\_

12 ("Project"); and

13 WHEREAS, City has selected Consultant in accordance with City's  
14 administrative procedures and City has ascertained that Consultant and its employees are  
15 qualified, licensed, if so required, and experienced in performing such specialized  
16 services; and

17 WHEREAS, City desires to have Consultant perform said specialized  
18 services, and Consultant is willing and able to do so on the terms herein;

19 NOW, THEREFORE, in consideration of the mutual terms, covenants, and  
20 conditions in this Agreement, the parties agree as follows:

21 1. SCOPE OF WORK OR SERVICES.

22 A. Consultant shall furnish specialized services more particularly set forth in  
23 Exhibit "A", attached hereto and incorporated herein by this reference, in accordance with  
24 the standards of the profession, and City shall pay for said services in the manner  
25 described below, not to exceed \$ \_\_\_\_\_.

26 B. Consultant may select the time and place of performance hereunder  
27 provided, however, that access to City documents, records, and the like, if needed by  
28 Consultant, shall be available only during City's normal business hours and provided that

1 milestones for performance, if any, are met.

2 C. Consultant has requested to receive regular payments. City shall pay  
3 Consultant in due course of payments following receipt from Consultant and approval by  
4 City of invoices showing the services or task performed, the time expended (if billing is  
5 hourly), and the name of the Project. Consultant shall certify on the invoices that  
6 Consultant has performed the services in full conformance with this Agreement and is  
7 entitled to receive payment. Each invoice shall be accompanied by a progress report  
8 indicating the progress to date of services performed and covered by said invoice,  
9 including a brief statement of any Project problems and potential causes of delay in  
10 performance, and listing those services that are projected for performance by Consultant  
11 during the next invoice cycle. Where billing is done and payment is made on an hourly  
12 basis, the parties acknowledge that such arrangement is either customary practice for  
13 Consultant's profession, industry, or business, or is necessary to satisfy audit and legal  
14 requirements which may arise due to the fact that City is a municipality.

15 D. Consultant represents that Consultant has obtained all necessary  
16 information on conditions and circumstances that may affect performance hereunder and  
17 has conducted site visits, if necessary.

18 2. TERM. The term of this Agreement shall commence at midnight on  
19 \_\_\_\_\_, 20\_\_, and shall terminate at 11:59 p.m. on \_\_\_\_\_, 20\_\_, unless sooner  
20 terminated as provided in this Agreement, or unless the services to be performed  
21 hereunder or the Project is completed sooner.

22 3. COORDINATION AND ORGANIZATION.

23 A. Consultant shall coordinate performance hereunder with City's  
24 representative, if any, named in Exhibit "B", attached hereto and incorporated herein by  
25 this reference. Consultant shall advise and inform City's representative of the work in  
26 progress on the Project in sufficient detail so as to assist City's representative in making  
27 presentations and in holding meetings for the exchange of information. City shall furnish  
28 to Consultant information or materials, if any, described in Exhibit "C" attached hereto and

1 incorporated herein by this reference, and shall perform any other tasks described therein.

2 B. The parties acknowledge that a substantial inducement to City for entering  
3 this Agreement was and is the reputation and skill of Consultant's key employee  
4 \_\_\_\_\_. City shall have the right to approve any person proposed by Consultant  
5 to replace that key employee.

6 4. INDEPENDENT CONTRACTOR. In performing services hereunder,  
7 Consultant is and shall act as an independent contractor and not an employee,  
8 representative, or agent of City. Consultant shall have control of Consultant's work and the  
9 manner in which it is performed. Consultant shall be free to contract for similar services  
10 to be performed for others during this Agreement provided, however, that Consultant acts  
11 in accordance with Section 9 and Section 11 of this Agreement. Consultant acknowledges  
12 and agrees that a) City will not withhold taxes of any kind from Consultant's compensation,  
13 b) City will not secure workers' compensation or pay unemployment insurance to, for or on  
14 Consultant's behalf, and c) City will not provide and Consultant is not entitled to any of the  
15 usual and customary rights, benefits or privileges of City employees. Consultant expressly  
16 warrants that neither Consultant nor any of Consultant's employees or agents shall  
17 represent themselves to be employees or agents of City.

18 5. INSURANCE. As a condition precedent to the effectiveness of this  
19 Agreement, Consultant shall procure and maintain at Consultant's expense for the duration  
20 of this Agreement from insurance companies that are admitted to write insurance in  
21 California or from authorized non-admitted insurance companies that have ratings of or  
22 equivalent to A:VIII by A.M. Best Company the following insurance:

23 (a) Commercial general liability insurance (equivalent in scope to ISO  
24 form CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than One  
25 Million Dollars (\$1,000,000) per each occurrence and Two Million Dollars  
26 (\$2,000,000) general aggregate. Such coverage shall include but not be  
27 limited to broad form contractual liability, cross liability, independent  
28 contractors liability, and products and completed operations liability. The

1 City, its officials, employees and agents shall be named as additional  
2 insureds by endorsement (on City's endorsement form or on an endorsement  
3 equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and  
4 this insurance shall contain no special limitations on the scope of protection  
5 given to the City, its officials, employees and agents.

6 (b) Workers' Compensation insurance as required by the Labor Code  
7 of the State of California and employer's liability insurance in an amount not  
8 less than One Million Dollars (\$1,000,000).

9 (c) Professional liability or errors and omissions insurance in an  
10 amount not less than One Million Dollars (\$1,000,000) per claim.

11 (d) Commercial automobile liability insurance (equivalent in scope to  
12 ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount  
13 not less than Five Hundred Thousand Dollars (\$500,000) combined single  
14 limit per accident.

15 Any self-insurance program, self-insured retention, or deductible must be  
16 separately approved in writing by City's Risk Manager or designee and shall protect City,  
17 its officials, employees and agents in the same manner and to the same extent as they  
18 would have been protected had the policy or policies not contained retention or deductible  
19 provisions. Each insurance policy shall be endorsed to state that coverage shall not be  
20 reduced, non-renewed, or canceled except after thirty (30) days prior written notice to City,  
21 and shall be primary and not contributing to any other insurance or self-insurance  
22 maintained by City. Consultant shall notify the City in writing within five (5) days after any  
23 insurance required herein has been voided by the insurer or cancelled by the insured.

24 Consultant shall require that all contractors and subcontractors which  
25 Consultant uses in the performance of services hereunder maintain insurance in  
26 compliance with this Section unless otherwise agreed in writing by City's Risk Manager or  
27 designee.

28 Prior to the start of performance, Consultant shall deliver to City certificates

1 of insurance and required endorsements for approval as to sufficiency and form. The  
2 certificate and endorsements for each insurance policy shall contain the original signature  
3 of a person authorized by that insurer to bind coverage on its behalf. In addition,  
4 Consultant, shall, within thirty (30) days prior to expiration of the insurance required herein,  
5 furnish to City certificates of insurance and endorsements evidencing renewal of such  
6 insurance. City reserves the right to require complete certified copies of all policies of  
7 Consultant and Consultant's contractors and subcontractors, at any time. Consultant shall  
8 make available to City's Risk Manager or designee all books, records and other information  
9 relating to the insurance coverage required herein, during normal business hours.

10 Any modification or waiver of the insurance requirements herein shall only  
11 be made with the approval of City's Risk Manager or designee. Not more frequently than  
12 once a year, the City's Risk Manager or designee may require that Consultant,  
13 Consultant's contractors and subcontractors change the amount, scope or types of  
14 coverages required herein if, in his or her sole opinion, the amount, scope, or types of  
15 coverages herein are not adequate.

16 The procuring or existence of insurance shall not be construed or deemed  
17 as a limitation on liability relating to Consultant's performance or as full performance of or  
18 compliance with the indemnification provisions of this Agreement.

19 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement contem-  
20 plates the personal services of Consultant and Consultant's employees, and the parties  
21 acknowledge that a substantial inducement to City for entering this Agreement was and is  
22 the professional reputation and competence of Consultant and Consultant's employees.  
23 Consultant shall not assign its rights or delegate its duties hereunder, or any interest  
24 herein, or any portion hereof, without the prior approval of City, except that Consultant may  
25 with the prior approval of the City Manager of City, assign any moneys due or to become  
26 due the Consultant hereunder. Any attempted assignment or delegation shall be void, and  
27 any assignee or delegate shall acquire no right or interest by reason of such attempted  
28 assignment or delegation. Furthermore, Consultant shall not subcontract any portion of

1 the performance required hereunder without the prior approval of the City Manager or  
2 designee, nor substitute an approved subcontractor without said prior approval to the  
3 substitution. Nothing stated in this Section 6 shall prevent Consultant from employing as  
4 many employees as Consultant deems necessary for performance of this Agreement.

5 7. CONFLICT OF INTEREST. Consultant, by executing this Agreement,  
6 certifies and shall obtain similar certifications from Consultant's employees and approved  
7 subcontractors that, at the time Consultant executes this Agreement and for its duration,  
8 Consultant does not and will not perform services for any other client which would create  
9 a conflict, whether monetary or otherwise, as between the interests of City hereunder and  
10 the interests of such other client.

11 8. MATERIALS. Consultant shall furnish all labor and supervision, supplies,  
12 materials, tools, machinery, equipment, appliances, transportation, and services necessary  
13 to or used in the performance of Consultant's obligations hereunder, except as stated in  
14 Exhibit "C".

15 9. OWNERSHIP OF DATA. All materials, information and data prepared,  
16 developed, or assembled by Consultant or furnished to Consultant in connection with this  
17 Agreement, including but not limited to documents, estimates, calculations, studies, maps,  
18 graphs, charts, computer disks, computer source documentation, samples, models,  
19 reports, summaries, drawings, designs, notes, plans, information, material, and  
20 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,  
21 and City shall have the unrestricted right to use and disclose the Data in any manner and  
22 for any purpose without payment of further compensation to Consultant. Copies of Data  
23 may be retained by Consultant but Consultant warrants that Data shall not be made  
24 available to any person or entity for use without the prior approval of City. Said warranty  
25 shall survive termination of this Agreement for five (5) years.

26 10. TERMINATION. Either party shall have the right to terminate this  
27 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days'  
28 prior notice to the other party. In the event of termination under this Section, City shall pay



1 Consultant for services satisfactorily performed and costs incurred up to the effective date  
2 of termination for which Consultant has not been previously paid. The procedures for  
3 payment in Section 1.B. with regard to invoices shall apply. On the effective date of  
4 termination, Consultant shall deliver to City all Data developed or accumulated in the  
5 performance of this Agreement, whether in draft or final form, or in process. And,  
6 Consultant acknowledges and agrees that City's obligation to make final payment is  
7 conditioned on Consultant's delivery of the Data to the City.

8 11. CONFIDENTIALITY. Consultant shall keep the Data confidential and  
9 shall not disclose the Data or use the Data directly or indirectly other than in the course of  
10 services provided hereunder during the term of this Agreement and for five (5) years  
11 following expiration or termination of this Agreement. In addition, Consultant shall keep  
12 confidential all information, whether written, oral, or visual, obtained by any means  
13 whatsoever in the course of Consultant's performance hereunder for the same period of  
14 time. Consultant shall not disclose any or all of the Data to any third party, nor use it for  
15 Consultant's own benefit or the benefit of others except for the purpose of this Agreement.

16 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for a  
17 breach of confidentiality with respect to Data that: (a) Consultant demonstrates  
18 Consultant knew prior to the time City disclosed it; or (b) Is or becomes publicly available  
19 without breach of this Agreement by Consultant; or (c) A third party who has a right to  
20 disclose does so to Consultant without restrictions on further disclosure; or (d) Must be  
21 disclosed pursuant to subpoena or court order.

22 13. WARRANTY. If, in the opinion of City, the Data or services performed  
23 by Consultant requires correction during a period of \_\_\_\_\_ ( ) months following  
24 expiration or termination of this Agreement, Consultant shall make said corrections at no  
25 additional charge or cost to City. The corrective action required hereunder shall be in  
26 addition to any other rights or remedies that City may have.

27 14. AMENDMENT. This Agreement, including all Exhibits, shall not be  
28 amended, nor any provision or breach hereof waived, except in writing signed by the

1 parties which expressly refers to this Agreement.

2 15. LAW. This Agreement shall be governed by and construed pursuant to  
3 the laws of the State of California (except those provisions of California law pertaining to  
4 conflicts of laws). Consultant shall comply with all laws, ordinances, rules and regulations  
5 of and obtain such permits, licenses, and certificates required by all federal, state and local  
6 governmental authorities.

7 16. ENTIRE AGREEMENT. This Agreement, including all Exhibits,  
8 constitutes the entire understanding between the parties and supersedes all other  
9 agreements, oral or written, with respect to the subject matter herein.

10 17. INDEMNITY. Consultant shall, with respect to services performed in  
11 connection with this Agreement, indemnify and hold harmless the City, its Boards,  
12 Commissions, and their officials, employees and agents (collectively in this Section, "City")  
13 from and against any and all liability, claims, demands, damage, loss, causes of action,  
14 proceedings, penalties, costs and expenses (including attorney's fees, court costs, and  
15 expert and witness fees)(collectively "Claims" or individually "Claim"). Claims include  
16 allegations and include by way of example but are not limited to: Claims for property  
17 damage, personal injury or death arising in whole or in part from any negligent act or  
18 omission of Consultant, its officers, employees, agents, sub-consultants, or anyone under  
19 Consultant's control (collectively "Indemnitor"); Consultant's breach of this Agreement;  
20 misrepresentation; willful misconduct; and Claims by any employee of Indemnitor relating  
21 in any way to worker's compensation. Independent of the duty to indemnify and as a free-  
22 standing duty on the part of Consultant, Consultant shall defend City and shall continue  
23 such defense until the Claim is resolved, whether by settlement, judgment or otherwise.  
24 No finding or judgment of negligence, fault, breach, or the like on the part of Indemnitor  
25 shall be required for the duty to defend to arise. Consultant shall notify the City of any  
26 claim within ten (10) days. Likewise, City shall notify Consultant of any claim, shall tender  
27 the defense of such claim to Consultant, and shall assist Consultant, as may be reasonably  
28 requested, in such defense.

1           18. AMBIGUITY. In the event of any conflict or ambiguity between this  
2 Agreement and any Exhibit, the provisions of this Agreement shall govern.

3           19. COSTS. If there is any legal proceeding between the parties to enforce  
4 or interpret this Agreement or to protect or establish any rights or remedies hereunder, the  
5 prevailing party shall be entitled to its costs and expenses, including reasonable attorneys'  
6 fees and court costs (including appeals).

7           20. NONDISCRIMINATION. In connection with performance of this  
8 Agreement and subject to applicable rules and regulations, Consultant shall not  
9 discriminate against any employee or applicant for employment because of race, religion,  
10 national origin, color, age, sex, sexual orientation, AIDS, AIDS related condition, handicap,  
11 disability, or Vietnam Era veteran status. Consultant shall ensure that applicants are  
12 employed, and that employees are treated during their employment, without regard to  
13 these bases. Such actions shall include, but not be limited to, the following: Employment,  
14 upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or  
15 termination, rates of pay or other forms of compensation, and selection for training,  
16 including apprenticeship.

17           It is the policy of City to encourage the participation of Disadvantaged,  
18 Minority and Women-owned Business Enterprises in City's procurement process, and  
19 Consultant agrees to use its best efforts to carry out this policy in the award of all approved  
20 subcontracts to the fullest extent consistent with the efficient performance of this  
21 Agreement. Consultant may rely on written representations by subcontractors regarding  
22 their status. City's policy is attached as Exhibit "D" hereto. Consultant shall report to City  
23 in May and in December or, in the case of short-term agreements, prior to invoicing for final  
24 payment, the names of all sub-consultants engaged by Consultant for this Project and  
25 information on whether or not they are a Disadvantaged, Minority or Women-Owned  
26 Business Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec.  
27 637).

28           21. NOTICES. Any notice or approval required hereunder by either party

1 shall be in writing and personally delivered or deposited in the U.S. Postal Service, first  
2 class, postage prepaid, addressed to Consultant at the address first stated herein, and to  
3 the City at 333 West Ocean Boulevard, Long Beach, California 90802, Attention: City  
4 Manager with a copy to the City Engineer at the same address. Notice of change of  
5 address shall be given in the same manner as stated herein for other notices. Notice shall  
6 be deemed given on the date deposited in the mail or on the date personal delivery is  
7 made, whichever first occurs.

8 22. REDESIGN. If the Project involves construction and the scope of work  
9 or services requires Consultant to prepare plans and specifications with an estimate of the  
10 cost of construction, then Consultant may be required to modify the plans and  
11 specifications, any construction documents relating thereto, and Consultant's estimate, at  
12 no cost to City, when the lowest bid for construction received by City exceeds by more than  
13 ten percent (10%) Consultant's estimate. Said modification shall be submitted in a timely  
14 fashion to allow City to receive new bids within four (4) months of the date on which the  
15 original plans and specifications were submitted by Consultant.

16 23. COPYRIGHTS AND PATENT RIGHTS. A. Consultant shall place the  
17 following copyright protection on all Data: © City of Long Beach, California \_\_\_\_, inserting  
18 the appropriate year.

19 B. City reserves the exclusive right to seek and obtain a patent or copyright  
20 registration on any Data or other result arising from Consultant's performance of this  
21 Agreement. By executing this Agreement, Consultant assigns any ownership interest  
22 Consultant may have in the Data to the City.

23 C. Consultant warrants that the Data does not violate or infringe any patent,  
24 copyright, trade secret or other proprietary right of any other party. Consultant agrees to  
25 and shall protect, defend, indemnify and hold City, its officials and employees harmless  
26 from any and all claims, demands, damages, loss, liability, causes of action, costs or  
27 expenses (including reasonable attorneys' fees) whether or not reduced to judgment,  
28 arising from any breach or alleged breach of this warranty.

1                   24. COVENANT AGAINST CONTINGENT FEES. Consultant warrants that  
2 Consultant has not employed or retained any entity or person to solicit or obtain this  
3 Agreement and that Consultant has not paid or agreed to pay any entity or person any fee,  
4 commission, or other monies based on or from the award of this Agreement. If Consultant  
5 breaches this warranty, City shall have the right to terminate this Agreement immediately  
6 notwithstanding the provisions of Section 10 hereof or, in its discretion, to deduct from  
7 payments due under this Agreement or otherwise recover the full amount of such fee,  
8 commission, or other monies.

9                   25. WAIVER. The acceptance of any services or the payment of any money  
10 by City shall not operate as a waiver of any provision of this Agreement, or of any right to  
11 damages or indemnity stated in this Agreement. The waiver of any breach of this  
12 Agreement shall not constitute a waiver of any other or subsequent breach of this  
13 Agreement.

14                   26. CONTINUATION. Termination or expiration of this Agreement shall not  
15 affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11, 17,  
16 19, 23, and 29 prior to termination or expiration of this Agreement, and shall not extinguish  
17 any warranties hereunder.

18                   27. TAX REPORTING. As required by federal and state law, City is  
19 obligated to and will report the payment of compensation to Consultant on Form 1099-  
20 Misc. Consultant shall be solely responsible for payment of all federal and state taxes  
21 resulting from payments under this Agreement. Consultant's Employer Identification  
22 Number is \_\_\_\_\_. If Consultant has a Social Security Number rather than an  
23 Employer Identification Number, then Consultant shall submit that Social Security Number  
24 in writing to City's Accounts Payable, Department of Financial Management. Consultant  
25 acknowledges and agrees that City has no obligation to pay Consultant hereunder until  
26 Consultant provides one of the aforesaid Numbers.

27                   28. ADVERTISING. Consultant shall not use the name of City, its officials  
28 or employees in any advertising or solicitation for business, nor as a reference, without the

Robert E. Shannon  
City Attorney of Long Beach  
333 West Ocean Boulevard  
Long Beach, California 90802-4664  
Telephone (562) 570-2200

1 prior approval of the City Manager or designee.

2 29. AUDIT. City shall have the right at all reasonable times during the term  
3 of this Agreement and for a period of five (5) years after termination or expiration of this  
4 Agreement to examine, audit, inspect, review, extract information from, and copy all books,  
5 records, accounts, and other documents of Consultant relating to this Agreement.

6 30. THIRD PARTY BENEFICIARY. This Agreement is not intended or  
7 designed to or entered for the purpose of creating any benefit or right for any person or  
8 entity of any kind that is not a party to this Agreement.

9 IN WITNESS WHEREOF, the parties hereto have caused this document to  
10 be duly executed with all formalities required by law as of the date first stated herein.

11 (Name of Consultant), a \_\_\_\_\_  
12 (corporation, partnership, individual)

13 \_\_\_\_\_, 20\_\_

14 By \_\_\_\_\_  
15 President

15 \_\_\_\_\_, 20\_\_

16 By \_\_\_\_\_  
17 Secretary

18 "Consultant"

19 CITY OF LONG BEACH, a municipal corporation

20 \_\_\_\_\_, 20\_\_

21 By \_\_\_\_\_  
22 City Manager

23 "City"

24 This Agreement is approved as to form on \_\_\_\_\_, 20\_\_.

25 ROBERT E. SHANNON, City Attorney

26 By \_\_\_\_\_  
27 Deputy

# **Appendix C**

## **(Reference Material)**





CITY OF LONG BEACH - CALIFORNIA  
DEPARTMENT OF PUBLIC WORKS, ENGINEERING BUREAU

# LONG BEACH AIRPORT

## PROJECT VICINITY MAP



**CITY OF LONG BEACH  
PUBLIC WORKS DEPARTMENT  
ENGINEERING BUREAU**

**CITY OF LONG BEACH  
HARBOR DEPARTMENT  
ENGINEERING BUREAU**

**QUALITY ASSURANCE PROGRAM (QAP)**

**INTRODUCTION**

The City of Long Beach Quality Assurance Program (QAP) is a sampling and testing program that will provide assurance that the construction materials and workmanship incorporated into each project that is constructed in the public right of way are in conformance with the contract specifications. The primary elements of this Quality Assurance Program are acceptance testing and independent assurance sampling and testing.

**NON NHS PROJECTS**

In accordance with the procedures as outlined in Chapter 16 of the "Local Assistance Procedures Manual", the City of Long Beach will be contracting with one or more laboratories for the sampling and testing of construction materials. Laboratories will be required to submit a QAP, as part of its proposal to the City, for sampling and testing services. The contract with the laboratory will include the following requirements:

- The laboratory shall be under the responsible engineering management of a California Registered Professional Engineer with experience in inspection and testing of construction materials. The Engineer shall certify the results of all tests performed by laboratory personnel under his or her supervision.
- The laboratory may subcontract materials testing. All materials provisions that apply to the consultant laboratory shall apply to the subcontracted consultant.
- The laboratory will submit a QAP to the City of Long Beach which includes procedures to verify "Independent Assurance Sampling and Testing" (IAST). Specifically, the IAST procedures are as follows:

- a) Verification that equipment used for acceptance testing is properly calibrated and in good working condition.
- b) Witnessing sampling and testing by one of the following:
  - 1. The Acceptance Tester
  - 2. The Resident Engineer
  - 3. The Construction Inspector
- c) Splitting material samples and comparing the test results between the Acceptance Tester and the Independent Assurance Sampler and Tester.
- d) Details of the certification program for Acceptance Testers by the consultant laboratory.

### **ACCEPTANCE SAMPLING AND TESTING**

The City of Long Beach Construction Inspector/Resident Engineer will coordinate all acceptance testing of materials on all projects with the laboratory. The Construction Inspector/Resident Engineer will maintain a material and testing "Summary Log" for each material requiring multiple sampling and testing as defined in the CALTRANS "Frequency Tables". The "Summary Log" will include a full description of the tests including cross references of all retests to any original failing test.

### **TESTING OF MANUFACTURED MATERIALS**

- a) All equipment and materials to be incorporated in the work will be inspected at the jobsite for conformance with the contract specifications, standard specifications or approved submittal.
- b) When a certificate of compliance is deemed acceptable in lieu of source inspection it will contain the manufacturer's signature and state that "the included materials and workmanship conform in all respects to the project specifications for the material". This procedure will be documented in the Construction Inspector/Resident Engineers project files and cross referenced to the Construction Inspector's daily inspection reports when applicable.

- c) When it is determined that source inspection is necessary, the Construction Inspector/Resident Engineer will coordinate with the appropriate qualified individuals to perform this inspection.

## **FREQUENCY TABLES**

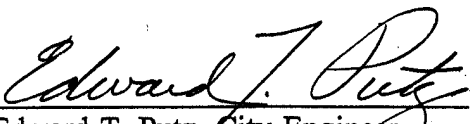
The City of Long Beach will utilize the CALTRANS "Frequency Tables" as shown in Exhibit 16-R of Local Assistance Procedures Manual as a guideline. Any exceptions to this guideline will be as directed by the Construction Inspector/Resident Engineer.

## **MATERIAL FILES**

All material records of samples and tests, materials releases and certificates of compliance including the summary log for each project will be incorporated into the Construction Inspector/Resident Engineer's project files in accordance with the Local Assistance Procedures Manual, section 16.8 "Project Files".

## **PROJECT CERTIFICATION**

A "Materials Certificate" will be completed by the Construction Inspector/Resident Engineer as shown in Chapter 17, Exhibit 17-G, and will be submitted in accordance with Chapter 16 "Project Certification", of the Local Assistance Procedures Manual.

Approved:   
Edward T. Putz, City Engineer

Approved:   
E. Dan Allen, Chief Harbor Engineer